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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92047559
Party	Plaintiff East West Bank
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Submission	Reply in Support of Motion
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Date	01/25/2008
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

EAST WEST BANK,	)	
	)	
	)	
Petitioner,	)	
	)	
v.	)	Cancellation No.: 92047559
	)	
THE AIMBRIDGE GROUP,	)	
	)	
Registrant.	)	

**PETITIONER’S REPLY IN SUPPORT OF CROSS-MOTION FOR SUMMARY  
JUDGMENT**

Petitioner East West Bank (“EWB”) is entitled to summary judgment on the grounds of priority of use and likelihood of confusion set forth in its Petition to Cancel the Registered Mark POWERBRIDGE in International Class 36, as well as the additional ground of fraud,<sup>1</sup> because Registrant Aimbridge Lending Group, LLC (“Aimbridge”) fails to raise any genuine issues of material fact on these aforementioned grounds. Furthermore, the records of the United States Patent & Trademark Office (“USPTO”) and pleadings herein evidence that there is no genuine issue as to any material fact as to Petitioner’s Cross-Motion for Summary Judgment and hence Petitioner is entitled to judgment as a matter of law.

**I. PRELIMINARY STATEMENT**

Contrary to Aimbridge’s contentions, EWB does not admit that the facts are undisputed with respect to Aimbridge’s Motion for Summary Judgment. Rather, there is no genuine issue of

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<sup>1</sup> EWB seeks to add a new ground of fraud by way of its Second Motion to Amend and Second Amended Petition to Cancel, filed with the TTAB on December 18, 2007. EWB’s brief in

material fact that precludes the Board from granting EWB's Cross-Motion for Summary Judgment based on (1) priority of use in interstate commerce; (2) likelihood of confusion, including the following Dupont factors of record and of interest: the similarities of the mark in their entirety as appearance, sound, connotation and commercial impression; the similarities of the services; the similarity of established, likely-to-continue trade channels; and the number and nature of similar marks in use on similar services; and (3) fraud on the USPTO. Aimbridge's further erroneous contentions regarding the appropriateness and timeliness of EWB's fraud claim are not well taken. In its Second Amended Petition to Cancel, EWB sets forth with the requisite particularity the pleading of sufficient facts so that Aimbridge will be apprised of the acts which are alleged to constitute the fraud. Moreover, the timing of EWB's properly plead fraud ground is proper as it was germane to the pending summary judgment motion before the Board to which EWB filed a Cross-Motion for Summary Judgment thereto. See TBMP § 528.03 (citing examples of papers which are or may be germane to a motion for summary judgment such as a cross-motion for summary judgment and a motion for leave to amend a party's pleading). Aimbridge's further assertion that "EWB is being dishonest with respect to the timing of discovery and its opportunity for investigation with respect to its specious allegations of fraud" is not well taken and should be disregarded by the Board. Accordingly, for the reasons set forth below and in its original cross-motion and documents submitted in support thereof, EWB's Cross-Motion for Summary Judgment should be granted.

## II. ARGUMENT

### A. EWB Is Entitled To Summary Judgment Based On A Similarity Of The Marks

Contrary to Aimbridge's assertions, the instant proceeding is indeed ripe for summary

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Reply to Aimbridge's Opposition to Second Motion to Amend is filed concurrently herewith.

Judgment on the ground of likelihood of confusion based on an analysis of the following Dupont factors for which there is no factual dispute—(1) the similarities of the mark in their entirety as appearance, sound, connotation and commercial impression; (2) the similarities of the services; (3) the similarity of established, likely-to-continue trade channels; and (4) the number and nature of similar marks in use on similar services.

Although the Board may dismiss an opposition based on a determination of some or even a single Dupont factor as put forth by Aimbridge in its Reply, any objective and legally proper comparison of the marks at issue in the instant proceeding confirms that they are patently similar and not dissimilar. Aimbridge erroneously asserts that EWB's approach in analyzing the competing marks involves an improper dissection of the marks so that the focus is entirely on the BRIDGE term. This is not true. The proper test is not whether the marks can be distinguished when subjected to a side-by-side comparison, but rather whether the marks are sufficiently similar in terms of their overall commercial impression so that confusion as to the source of the goods or services offered under the respective marks is likely to result. Evolution Healthcare Systems, Inc. v. Evolution Benefits, Inc., Opposition No. 91158602 (TTAB 2007). While the marks at issue must be considered in their entirety, it is well accepted that one feature may be more significant than another, and it is not improper to give more weight to this dominant feature in determining the commercial impression created by the mark. In re Chatam International Inc., 380 F.3d 1340, 71 USPQ2d 1944 (Fed. Cir. 2004); In re National Data Corp., 753 F.2d 1056, 224 USPQ 749 (Fed. Cir. 1985).

The marks in the cases cited by EWB in its Cross-Motion for Summary Judgment are not “highly distinguishable” from the marks at issue in this proceeding as Aimbridge would like the Board to believe. Although the POWERBRIDGE Mark consists of a single word and is allegedly

“unitary in nature”, the single and distinct commercial impression of Aimbridge’s Mark is the idea of a bridge. This is based on the context in which the term “BRIDGE” appears in Aimbridge’s Mark. While the terms “RID” and “RIDGE” also appear in Aimbridge’s Mark, these two terms only come to mind when the mark is dissected. However, the term “BRIDGE” comes to mind without a dissection given the fact that the public understands and readily associates the idea that bridges generally possess the ability to wield force or power and the term “POWER”, a common dictionary term which should be treated as a separate word, appears before “BRIDGE”. Accordingly, the fact that BRIDGE appears prominently as part of the first word in Aimbridge’s Mark and its meaning is reinforced by the related word POWER in the Mark strongly evidences that the connotation and overall commercial impression are the same as EWB’s Bridge Marks.

Notwithstanding Aimbridge’s contention that the Marks differ in numbers of words and syllables, it is undeniable that the word BRIDGE stands out in the parties’ respective Marks in terms of sight, sound, connotation, and overall commercial impression. Aimbridge’s rigid mechanical analysis ignores the above cited case law, which states that the “single and distinct commercial impression” of the mark is to be determined, which in this case is the idea of a bridge.

**B. Aimbridge Fails To Set Forth Sufficient Evidence To Negate The Strength Of EWB’s BRIDGE Marks**

While Registrant argues against the improper dissection of marks, Aimbridge lists in its Reply seventy registrations incorporating the term “BRIDGE” in the financial industry to support the proposition that its mark, which includes the term “BRIDGE”, should be proper and sufficient to distinguish the mark as a whole and to make confusion unlikely. However, Aimbridge’s conclusion is mistaken. Unlike the cases cited by Aimbridge in its Reply, such as Knight Textile Corp. involving the highly suggestive term “ESSENTIALS” for clothing, the term “BRIDGE” is

not “highly suggestive” or “descriptive” of the services listed in International Class 36, the same way that the word “Amazon” is not “highly suggestive” or “descriptive” of books.

Further, of the seventy registrations identified in Registrant’s Reply, Aimbridge fails to set forth evidence for which class of goods and services each of these marks is registered. Further, federal registrations are not evidence that the marks depicted therein are in use or that they are familiar to purchasers. Olde Tyme Food Foods Inc. v. Roundy’s Inc., 961 F.2d 200, 22 USPQ2d 1542 (Fed. Cir. 1992); In re Mucky Duck Mustard Co., 6 USPQ2d 1467, 1470 n.6 (TTAB 1988). In addition, while the supporting Declaration to Registrant’s Reply shows pages of online printouts evidencing registrants using their respective marks in the context of online financial information, Aimbridge fails to show how each of these respective marks has been registered for use in this context of providing online financial information and that these marks are not being used improperly outside the classes to which they have been registered. Even more critical, Aimbridge fails to show that the other registrants are using their mark, which contains within it the word “BRIDGE”, to sell goods and services in International Class 36 or any efforts these other registrants have taken to differentiate between these marks and EWB’s Marks. Indeed, some of these registrants have agreed to take actions to avoid confusion with EWB’s Marks.

**C. EWB Is Entitled To Summary Judgment On Priority Of Use And Likelihood Of Confusion**

**1. EWB Has Priority Of Use Of Its BRIDGE Marks**

As was previously set forth in EWB’s Cross-Motion for Summary Judgment, prior use is not at issue here. EWB’s Application Serial No. 78/897,563 (YOUR FINANCIAL BRIDGE) evidences the true and accurate first use date of January 1, 1997, and Application Serial No. 78/890,654 (BUSINESS BRIDGE) likewise evidences the true and accurate first use date of May

15, 1997, which was sworn to under oath by EWB's signatory at the time of filing the response to Office action on November 7, 2006. This is confirmed by EWB's verified interrogatory answers served on Aimbridge from the related opposition proceeding (Opposition No. 91173364) involving Registrant's AIMBRIDGE CONNECT mark. Declaration of Lisa A. Karczewski, Exh. 1. Aimbridge attempts to overcome EWB's priority of use by including web pages from Internet Archive website Wayback Machine ([www.archive.org](http://www.archive.org)). However, such argument fails to address: (1) Wayback Machine does not claim to have captured and archived all web pages since 1997; and (2) EWB is not required to demonstrate evidence of first use in interstate commerce via use on a webpage. Thus, even though EWB's evidence of use of its marks prior to Aimbridge is not on the various web pages submitted by Aimbridge in opposing EWB's Cross-Motion for Summary Judgment, neither results in a conclusion that such evidence does not exist nor rebuts the presumption, under 15 U.S.C. §1057, that a registered trademark is valid.

Therefore, given that Aimbridge has been using its YOUR FINANCIAL BRIDGE and BUSINESS BRIDGE Marks since 1997, much earlier than Aimbridge's use of its POWERBRIDGE mark since June 2004, Aimbridge is required by law to choose a mark that is sufficiently distinguishable and does not damage EWB's Marks in International Class 36 or otherwise face an opposition or cancellation proceeding. 15 U.S.C. §§ 1063-64. Given that Aimbridge has failed to abide by this precept, EWB has a duty to police and enforce its trademark rights and failure to do so over time can result in a loss of rights for what would be deemed an abandonment. 15 U.S.C. §§ 1063-64; Bellsouth Corp. v. Datanational Corp., 60 F.3d 1565 (Fed. Cir. 1995). Thus, when Aimbridge tries to characterize EWB's actions taken against third parties as overreaching and litigious, such actions are in reality justifiably required to preserve the rights EWB has in its Bridge Marks.

## **2. The Parties' Respective Services And Channels Of Trade Are Similar**

Aimbridge erroneously contends that EWB's current use of its marks "BUSINESS BRIDGE" and "YOUR FINANCIAL BRIDGE" in International Class 36 for "banking; cash management" services do not encompass any of the services listed in Registrant's registration:

- (1) Consumer lending services;
- (2) Credit reporting services;
- (3) Financial information provided by electronic means;
- (4) Financial loan consultation;
- (5) Matching borrowers with potential lenders in the field of consumer and mortgage lending;
- (6) Mortgage procurement for others; and
- (7) Mortgages services, namely, buyer pre-qualification of mortgages for mortgage brokers and banks.

To the contrary, Aimbridge's identification of services set forth in its application is either directly included within the identification of services set forth in EWB's Bridge Marks or indirectly included under EWB's expected zone of natural expansion.

This is significant because the *greater* the degree of similarity between the parties' goods or services, the *lesser* the degree of similarity between the respective marks that is required to support a finding of likelihood of confusion. Century 21 Real Estate Corp. v. Century Life of America, 970 F.2d 874, 23 USPQ2d 1698 (Fed. Cir. 1992). Here, the degree of similarity between EWB's and Aimbridge's respective services is high as such services are very similar as demonstrated above. Therefore, a lesser degree of similarity between the parties' marks is all that must be established. Moreover, in the context of likelihood of confusion, it is sufficient if likelihood of confusion is found with respect to use of the mark on any item that comes within the description of goods or services in the application or registration. Apple Computer v. TVNET.net, Inc., Opposition No. 91168875 (TTAB August 28, 2007) citing Tuxedo Monopoly Inc. v. General Mills Fun Group, 648 F.2d 1335, 209 USPQ 986, 988 (CCPA 1981).

It is disingenuous for Aimbridge to state that none of its proposed services in International Class 36 encompass EWB's Bridge Marks' subject matter, namely, "banking; cash management", given that Aimbridge's proposed services for its mark, listed above, clearly implicates this area of services. For example, Aimbridge fails to explain how its proposed "consumer lending services" or "mortgage procurement for others" does not implicate "banking." Aimbridge again argues against the obvious when it states "[t]he plain meaning and definition of 'banking' is 'the business carried on by a bank or a banker,'" when the reality is that the public associates a multiplicity of services from modern banks including such services as "consumer lending services" and "mortgage procurement for others". Thus, as stated by the Board's decision in Apple Computer, it only takes confusion as to one good or service to create likelihood of confusion.

Further, because the services of EWB's applications and Aimbridge's registration are virtually identical, it can be assumed that such services travel in the same channels of trade. Aimbridge fails to recognize this legal concept. Without any restrictions in the application or registration, as is the situation here, the parties' respective services must be assumed to travel in all the normal and usual channels of trade for services of this nature. Kangol Ltd. v. KangaROOS U.S.A. Inc., 974 F.2d 161 (Fed. Cir. 1992).

**D. EWB's Argument Regarding The Duty Of A Latecomer Is Not Flawed**

Aimbridge's assertion that "EWB's argument regarding the duty of a latecomer is flawed" is incorrect. Here, Aimbridge had at the very least *constructive* knowledge of at least one of EWB's Bridge Marks—BUSINESS BRIDGE—prior to adopting its POWERBRIDGE Mark. In its Reply, Aimbridge appears to have completely ignored footnote 3 to EWB's Cross-Motion for Summary Judgment, which explained that at the time of first use of Aimbridge's POWERBRIDGE Mark in June 2004, senior user EWB had an existing registration (now canceled) for its

BUSINESS BRIDGE Mark, Registration No. 2167742. Thus, under the well established rule and principle of trademark law, Aimbridge as the latecomer had a duty under the trademark law “to select marks for [its] new products that are sufficiently distinguishable from marks in respect of which others have federally recorded superior rights to prevent confusion.” American Rice, Inc. v. H.I.T. Corp., 231 USPQ 793 (TTAB 1986) citing Bottega Veneta, Inc. v. Volume Shoe Corp., 226 USPQ 964, 969-70 (TTAB 1985). Thus, this well recognized rule and principle of trademark law should be invoked by the Board in this proceeding.

**E. EWB’s Cross-Motion For Summary Judgment Based On Fraud is Timely And Proper And EWB’s Alternative Request For Rule 56(f) Relief is Appropriate**

Aimbridge’s contentions regarding the timeliness and appropriateness of EWB’s Cross-Motion for Summary Judgment on the fraud ground, and that EWB’s request for Rule 56(f) relief is “unavailing”, are completely baseless. The timing of EWB’s properly plead fraud ground is indeed proper as it was germane to the pending summary judgment motion before the Board to which EWB filed a Cross-Motion for Summary Judgment thereto. See TBMP § 528.03 (citing examples of papers which are or may be germane to a motion for summary judgment such as a cross-motion for summary judgment and a motion for leave to amend a party’s pleading). Moreover, in its Second Amended Petition to Cancel, EWB sets forth with the requisite particularity the pleading of sufficient facts so that Aimbridge will be apprised of the acts which are alleged to constitute the fraud.

Further, Aimbridge appears to not have a clear understanding of the proper interpretation of Fed.R.Civ.P. 56(f). Here, a Rule 56(f) continuance is indeed available to EWB as Petitioner’s Cross-Motion for Summary Judgment is concurrently submitted to the Board in support of EWB’s opposition to Aimbridge’s Motion for Summary Judgment. EWB was simply denied an

opportunity to conduct meaningful discovery on the fraud ground crucial to its Cross-Motion for Summary Judgment due to the earlier filing of Aimbridge's Motion for Summary Judgment during the discovery period, which subsequently suspended the proceedings as a potentially dispositive motion along with EWB's Motion to Amend Pleading. The filing of Aimbridge's Motion was carefully timed to thwart discovery into this crucial area. Aimbridge would have nothing to do with EWB's earlier settlement efforts on three separate occasions and blatantly ignored EWB each time and quickly proceeded with the filing of its Motion for Summary Judgment. Thus, Aimbridge's comments referring to EWB's allegedly "blatant disregard for rules and case procedure" are entirely false and should be ignored by the Board.


### III. CONCLUSION

For the foregoing reasons as well as those set forth in EWB's cross-motion and documents submitted in support thereof, the Board should grant EWB's Cross-Motion for Summary Judgment and deny Aimbridge's Motion for Summary Judgment, and sustain EWB's cancellation of the Registered Mark POWERBRIDGE in International Class 36.

Respectfully submitted,

CHAN LAW GROUP LLP

Dated: January 25, 2008

By:   
Thomas Chan  
Ivan Posey  
Lisa A. Karczewski  
Attorneys for Opposer  
EAST WEST BANK

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Registration No. 3196507

For the mark POWERBRIDGE

Date Registered: September 1, 2007

EAST WEST BANK,	)	
	)	
Petitioner,	)	Cancellation No.: 92047559
v.	)	
	)	
AIMBRIDGE LENDING GROUP, LLC	)	
	)	
Registrant.	)	
	)	

UNITED STATES PATENT & TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451

**CERTIFICATE OF SERVICE**

I certify **PETITIONER'S REPLY IN SUPPORT OF CROSS-MOTION FOR SUMMARY JUDGMENT** that is being served on Applicant by mailing a true and correct copy to the attorneys of record, via First Class Mail, Friday, January 25, 2008, in an envelope addressed as follows:

David A. Lowe, Esq.  
Black Lowe & Graham  
701 Fifth Avenue, Suite 4800  
Seattle, WA 98104



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EAST WEST BANK,  
  
Petitioner,  
  
v.  
  
THE AIMBRIDGE GROUP,  
  
Registrant.

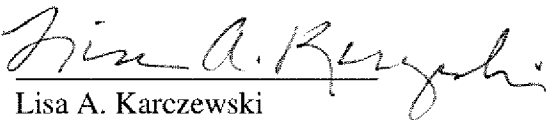
I, Lisa A. Karczewski, Esq., declare:

2. Attached hereto as **Exhibit 1** and incorporated by reference as though fully set forth herein is a true and correct copy of East West Bank's Verified Objections and Responses to The

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Aimbridge Group's First Set of Interrogatories from the related opposition proceeding (Opposition No. 91173364) involving Registrant's AIMBRIDGE CONNECT mark.

I declare the above statements to be true and correct under penalty of perjury under the laws of the United States. Executed on January 25, 2008 in Los Angeles, California.

  
Lisa A. Karczewski

# **EXHIBIT 1**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 78/976,095

Filed on June 7, 2004

For the mark AIMBRIDGE CONNECT

Published in the *Official Gazette* on August 15, 2006

EAST WEST BANK,	)	
	)	
Opposer,	)	
	)	
v.	)	Opposition No.: 91173364
	)	
THE AIMBRIDGE GROUP,	)	EAST WEST BANK'S OBJECTIONS AND
	)	RESPONSES TO APPLICANT'S FIRST
Applicant.	)	SET OF INTERROGATORIES
	)	

Pursuant to 37 C. F. R. § 2.120 and Rule 34 of the Federal Rules of Civil Procedure, Opposer East West Bank ("East West Bank"), by and through its attorneys, hereby responds to Applicant The Aimbridge Group's First Set of Interrogatories as follows:

**GENERAL OBJECTIONS**

1. These responses are made solely for the purpose of this action. Each response is subject to all appropriate objections that would require the exclusion of any statement contained herein if such a statement were sought to be introduced in any proceeding before the Patent & Trademark Office. All objections and grounds for objections are preserved and may be interposed at the time of any later proceeding.

2. Except for facts explicitly admitted herein, no admissions of any nature whatsoever are to be implied nor should be inferred. The fact that an interrogatory has been responded to herein should not be taken as an admission or acceptance of the existence of such facts set forth or assumed by such interrogatory or that such response constitutes admissible evidence.

3. East West Bank objects to these interrogatories to the extent they seek information protected by the attorney-client and/or work product privileges. Nothing contained herein is intended to be, nor should be construed as, a waiver of the attorney-client privilege or work product protection or any other applicable privilege or doctrine and, to the extent that any request may be construed as calling for disclosure of information relating to documents protected by such privilege or work product doctrine, a continuing objection to each and every such request is hereby interposed.
4. East West Bank objects to each and every interrogatory to the extent it seeks information constituting, reflecting or otherwise disclosing East West Bank's trade secrets or highly sensitive information.
5. East West Bank also objects to these interrogatories to the extent that they seek information that is third party confidential or proprietary.
6. East West Bank objects to each of the interrogatories as overly broad, unduly burdensome, and duplicative to the extent the information requested by East West Bank has been generated by, is in the possession of, or is equally available to The Aimbridge Group as to East West Bank, and to the extent the interrogatories seek information regarding facts not in dispute. East West Bank further objects to each and every interrogatory as overly broad and unduly burdensome to the extent that each is unlimited in temporal scope or otherwise not limited to a time frame that is relevant to this litigation.
7. East West Bank objects to each and every interrogatory as, in fact, being multiple interrogatories and designed to evade the interrogatory limit as imposed by 37 C. F. R. § 2.120(d)(1).
8. East West Bank objects to each and every interrogatory to the extent that it requires East West Bank to render a legal conclusion and/or an expert opinion.
9. East West Bank objects to each and every interrogatory to the extent it seeks information related to any service of East West Bank's that is under development and not subject to the Opposition. Such information is not relevant to this Opposition or is not reasonably calculated to lead to the discovery of admissible evidence.
10. East West Bank objects to the Definition of Terms in the interrogatories to the extent they purport to impose obligations of East West Bank greater than those imposed by operation of law.

11. East West Bank has not fully completed its investigation of the facts relating to this Opposition, its discovery and its preparation for the Opposition testimony periods. All responses and objections contained herein are based only upon such information and such documents which are presently available to and specifically known to East West Bank after conducting a reasonable diligent investigation. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal conclusions all of which may lead to changes to the responses set forth herein. The foregoing objections and following responses are made without prejudice to East West Bank's right to produce evidence of any subsequently discovered documents. Accordingly, without assuming any obligation to do so, and without waiving the objections asserted herein, East West Bank reserves the right to amend and/or supplement these responses as and when additional facts are discovered or ascertained. The responses herein are made without prejudice to the right of East West Bank to provide evidence at the time of the Opposition testimony periods.

12. Each and all of these General Objections are hereinafter incorporated by reference in response to each and every interrogatory.

### **RESPONSES TO INTERROGATORIES**

#### **INTERROGATORY NO. 1**

With regard to Opposer's business involving Opposer's mark in any form:

- (a) state the nature of Opposer's business;
- (b) state how long Opposer's has been engaged in that business;
- (c) give Opposer's principal business address;
- (d) state when Opposer first engaged in that business; and
- (e) identify all other persons involved with Opposer's business and state his or her title, function, the area of his or her responsibility and the period he or she was affiliated with Opposer.

### **RESPONSE TO INTERROGATORY NO. 1**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases "in any form" and "PERSONS involved with OPPOSER'S business" are vague, ambiguous, and overly broad and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory to the extent that it is unduly burdensome and not likely to lead to any relevant evidence. In addition, East West Bank objects to this Interrogatory to the extent that, by requesting the identification of "PERSONS involved with Applicant's business," The Aimbridge Group seeks to discover East West Bank's proprietary information, including East West Bank's trade secrets and other highly sensitive information, as well as third party confidential and proprietary information.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

- a) East West Bank is a full service commercial bank.
- b) & d) East West Bank has been continuously offering banking and financial services since at least as early as 1973.
- c) East West Bank's principal business address is:
  - 135 N. Los Robles Avenue
  - Pasadena, CA 91101
- d) The following East West Bank executive and officer has knowledge of East West Bank's activities relevant to this Opposition proceeding:

Emily Wang, Senior Vice President, Director of Marketing

### **INTERROGATORY NO. 2**

Describe in detail the circumstances involved in and the specific reasons for the selection of each of Opposer's marks in any form by Opposer, including the names and business addresses of the person(s) who first suggested use by Opposer of Opposer's marks, and identify all documents relating to the selection, adoption or proposed use of, and to the decisions to use and attempt to register Opposer's marks by Opposer.

### **RESPONSE TO INTERROGATORY NO. 2**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases "circumstances involved in" and "relating to" are vague, ambiguous and overly broad and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank objects to this Interrogatory to the extent that it is unduly burdensome and seeks information that no longer exists or is in the possession of person(s) not party to this Opposition. East West Bank also objects to this Interrogatory to the extent that it seeks confidential or privileged information, including information covered by the attorney-client communication and attorney work product privileges.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

YOUR FINANCIAL BRIDGE mark was created by East West Bank to show the Bank's commitment to customers to bridge them to financial success.

BUSINESS BRIDGE mark was created by East West Bank to show its commitment to making business banking more convenient for its customers, its commitment to getting customers from where they are to where they want to be and to show the ability of East West Bank to bridge the gap between the different groups.

### **INTERROGATORY NO. 3**

With regard to the first use of Opposer's marks in any form by Opposer, please state:

- (a) the date of first use of Opposer's marks;
  - (b) the date of first use of Opposer's marks in interstate commerce;
  - (c) the services which use Opposer's marks;
  - (d) the identity of the entities to whom Opposer's services were distributed or sold;
- and
- (e) the identity of all documents relating to the first use of Opposer's marks.

### **RESPONSE TO INTERROGATORY NO. 3:**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases "in any form" and "relating to" and the terms "use" and "entities" are vague and ambiguous and overly broad and

therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory to the extent that it is unduly burdensome and not likely to lead to any relevant evidence. East West Bank also objects to this Interrogatory to the extent that, by requesting information about "the identity of the entities to whom Opposer's services were distributed or sold," The Aimbridge Group seeks to discover Opposer's proprietary information, including Opposer's trade secrets and other highly sensitive information, as well as third party confidential and proprietary information. In addition, East West Bank objects to this Interrogatory to the extent that it calls for legal conclusions regarding date of "first use" of the EAST WEST BANK mark for various purposes.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

- (a) East West Bank first used the YOUR FINANCIAL BRIDGE mark at least as early as January 1, 1997. East West Bank first used the BUSINESS BRIDGE mark at least as early as September 24, 1998.
- (b) East West Bank first used the YOUR FINANCIAL BRIDGE mark in interstate commerce at least as early as January 1, 1997. East West Bank first used the BUSINESS BRIDGE mark in interstate commerce at least as early as May 15, 1997.
- (c) East West Bank uses the YOUR FINANCIAL BRIDGE mark in connection with the following services: personal banking, business banking, commercial lending, international banking and online banking.  
East West Bank uses the BUSINESS BRIDGE mark in connection with the following services: business banking, commercial lending, international banking and online banking.
- (d) Based upon the foregoing objections, East West Bank declines to respond to this Interrogatory at this time.
- (e) Pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, East West Bank shall produce non-privileged documents relating to this Interrogatory, to the extent any exist.

#### **INTERROGATORY NO. 4**

State the name and description of each category of services on which Opposer has ever used Opposer's marks in any form.

- (a) For each of the services listed in response to this Interrogatory, identify the geographic area, by state, territory, or possession, in which Opposer's marks in any form were used on or in connection with each of the services;
- (b) For each of the services listed in response to this Interrogatory, identify the channels of trade each of the services was distributed, including the manner in which each of the services reached the ultimate consumer and the geographical reach of each of the channels;
- (c) For each of the services listed in response to this Interrogatory, identify the name, address and capacity of five distributors, brokers, agents or customers to whom each of the services was distributed since the date of first use of Opposer's marks in any form; and
- (d) For each of the services listed in response to this Interrogatory, identify the approximate annual gross sales and unit volume for each of the services.

#### **RESPONSE TO INTERROGATORY NO. 4:**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases "category of services," "in any form," and "unit volume" are vague and ambiguous, and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory to the extent that it is unduly burdensome and seeks information that is neither relevant nor likely to lead to any relevant evidence. East West Bank also objects to this Interrogatory to the extent that it calls for legal conclusions regarding the "channels of trade" used to offer East West Bank's services. In addition, East West Bank objects to this Interrogatory to the extent that, by requesting information about "the name, address and capacity of five distributors, brokers, agents or customers to whom each of the services was distributed," The Aimbridge Group seeks to discover East West Bank's proprietary information, including East West Bank's trade secrets and other highly sensitive information, as well as third party confidential and

proprietary information.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank offers the type of services enumerated in International Class 036. In particular, East West Bank offers banking and financial services as set forth in response to Interrogatory 1 (a) and Interrogatory 3(c).

- a) East West Bank's banking and financial services are offered in interstate commerce.
- b) East West Bank's banking and financial services are in interstate commerce through its branch offices in California, Houston, Texas and East West Bank's internet presence.
- c) Based on the foregoing objections, East West Bank declines to respond to this Interrogatory at this time.
- d) Based on the foregoing objections, East West Bank declines to respond to this Interrogatory at this time.

**INTERROGATORY NO. 5**

- (a) Identify each publication (including but not limited to leaflets, brochures, telephone directories, print media and television, internet or radio broadcasts) in which advertisements or other information regarding Opposer's marks in any form was caused to be published or otherwise distributed by Opposer and give the date, volume and page numbers or other identification as to whether Opposer's marks in any form appears or where any record, transcript, tape or other reproduction thereof appears or is otherwise available for inspection and copying;
- (b) Identify all other advertisements and sales promotion, not heretofore identified, referring to use by Opposer of Opposer's marks in any form on Opposer's services;
- (c) For each publication, advertisement or sales promotion identified in response to Interrogatory Nos. 5(a) and (b), identify:
  - (i) The form of media of each;
  - (ii) The inclusive dates of each;
  - (iii) The geographic range of each;
  - (iv) The amount of traffic on Opposer's website(s), including number of hits;

- (v) The amount spent per year for each; and
- (vi) The name and address of a person who has custody of the advertisement or publication in which the subject mark has appeared.

**RESPONSE TO INTERROGATORY NO. 5:**

East Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases “in any form”, “other information regarding the Opposer’s marks”, “other advertisements and sales promotion,” and “amount spent per year for each” are vague, ambiguous, and overly broad, and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory to the extent that it is overly broad, unduly burdensome, not likely to lead to any relevant evidence, and seeks information that may no longer exist. East West Bank also objects to this Interrogatory to the extent that it seeks information that East West Bank does not have (e.g., information that is in the possession of person(s) not party to this Opposition) or information that could be obtained just as easily by The Aimbridge Group (e.g., the geographic range of a given publication).

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

Pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, East West Bank shall produce representative non-privileged documents relating to this Interrogatory, to the extent any exist.

**INTERROGATORY NO. 6**

Describe in detail the circumstances under which Opposer first obtained knowledge or information of Applicant, Applicant’s services, and Applicant’s use of the AIMBRIDGE CONNECT mark, including without limitation the date on which Opposer first obtained such knowledge or information and the identity of each person associated with Opposer who first obtained such knowledge or information.

**RESPONSE TO INTERROGATORY NO. 6:**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases “first obtained knowledge or information of Applicant, Applicant’s services, and Applicant’s use of the

AIMBRIDGE CONNECT mark” is vague and ambiguous, and therefore does not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory to the extent that it presupposes (1) East West Bank’s awareness of The Aimbridge Group’s services, such as Applicant’s use of the AIMBRIDGE CONNECT mark and (2) the need for East West Bank to have knowledge of the services that The Aimbridge Group offers under the AIMBRIDGE CONNECT mark.

**INTERROGATORY NO. 7**

If Opposer has ever communicated with Applicant with respect to Applicant’s services, please state:

- (a) The date(s) of the communication(s);
- (b) The identity of the person(s) who were the parties to the communication(s);
- (c) The communication which occurred;
- (d) The identity of all documents relating to the communication(s).

**RESPONSE TO INTERROGATORY NO. 7**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases “ with respect o Applicant’s services” and “relating to” are vague, ambiguous, and overly broad, and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory as seeking information that may be obtained just as easily by The Aimbridge Group. In addition, East West Bank objects to this Interrogatory to the extent that it is unduly burdensome and not likely to lead to any relevant evidence.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank is unaware of any non-privileged, non-proprietary and non-confidential communications with The Aimbridge Group regarding services provided by The Aimbridge Group. This response excludes communications between Opposer’s counsel and Applicant’s counsel prior to and subsequent to the filing of the Notice of Opposition on October 12, 2006.

**INTERROGATORY NO. 8**

Describe in detail any instances of confusion in which Applicant's use of the AIMBRIDGE CONNECT mark in any form has been mistaken for Opposer's use of Opposer's marks, including any instances of confusion in which Applicant was mistaken for Opposer, or vice versa, or any instances wherein the Opposer has received misdirected mail, misdirected phone calls, and/or inquires by third parties intended for Applicant.

**RESPONSE TO INTERROGATORY NO. 8**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the ground that the phrases "instances of confusion" and "in any form" are vague and ambiguous, and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory to the extent that it seeks information equally available to or within the sole custody of The Aimbridge Group.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank is unaware of any instance of confusion in which East West Bank's use of its marks has been mistaken for The Aimbridge Group's use of the AIMBRIDGE CONNECT mark.

**INTERROGATORY NO. 9**

If the answer to Interrogatory No. 7 is anything but an unqualified no, please state:

- (a) The facts relating to each instance of confusion;
- (b) The identity of all documents which relate to each instance of actual confusion;
- (c) The steps you took to investigate the response to this Interrogatory;
- (d) The person(s) having the most knowledge regarding each instance of actual confusion.

**RESPONSE TO INTERROGATORY NO. 9**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory as being vague and ambiguous, and therefore does not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank's answer to Interrogatory No. 7 (sic) is necessarily something other than an "unqualified no" since neither Interrogatory No. 7 nor 8 present a question that can be

responded to by answering "yes" or "no." East West Bank also objects to this Interrogatory on the grounds that the phrases "steps you took to investigate the response to this Interrogatory," "relating to," and "relate to" are vague, ambiguous, and overly broad, and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this Interrogatory to the extent that it seeks information equally available to or within the sole custody of The Aimbridge Group. In addition, East West Bank objects to this Interrogatory to the extent that it calls for legal conclusions regarding "each instance of actual confusion."

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank is unaware of any instance of confusion in which East West Bank's use of its marks has been mistaken for The Aimbridge Group's use of the AIMBRIDGE CONNECT mark.

#### **INTERROGATORY NO. 10**

Describe the market for each service in relation to which Opposer has used Opposer's marks in any form, including the channels of sale and distribution for said services, the types and classes of customers that have purchased or used said services, the types of retail outlets, wholesale outlets, and other outlets through which said services are advertised, sold or distributed, and the geographical locations of said outlets.

#### **RESPONSE TO INTERROGATORY NO. 10**

East West Bank incorporates by reference its General Objections as if set forth fully herein. In addition, East West Bank objects to this Interrogatory to the extent that it is unduly burdensome and duplicative.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank has already provided portions of this information in its Response to Interrogatory No. 4. East West Bank further responds that it currently offers personal banking services, business banking services, international banking services and commercial banking services. The channels of sale and distribution for said services are retail banking locations, the Internet, direct

mail, TV, newspaper and radio advertisements.

**INTERROGATORY NO. 11**

Describe any agreements entered into by Opposer relating to services associated with Opposer's marks in any form, including sales, distribution, or licensing agreements, by identifying the parties to any such agreement and by summarizing the terms of any such agreement.

**RESPONSE TO INTERROGATORY NO. 11**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank also objects to this Interrogatory to the extent that, by asking for information about East West Bank's "sales, distribution, or licensing agreements," The Aimbridge Group seeks to discover East West Bank's proprietary information, including East West Bank's trade secrets and other highly sensitive information, as well as third party confidential and proprietary information.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank has not entered into any sales, distribution or licensing agreements allowing third parties to offer services in connection with its marks.

**INTERROGATORY NO. 12**

Identify by name, location, and date(s) any event, trade show, or exhibition where Opposer or any other party has advertised, sold, distributed or offered services associated with Opposer's marks in any form, as employed by Opposer, or intends to advertise, sell, distribute or offer services associated with said mark.

**RESPONSE TO INTERROGATORY NO. 12**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank objects to this Interrogatory to the extent that the terms "any event" and "exhibition" are vague, ambiguous and overly broad and therefore do not allow East west Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to this interrogatory to the extent that it is unduly burdensome to the extent that it seeks information regarding "Opposer's marks in any form." East West Bank objects to this Interrogatory to the extent that it seeks information that is neither relevant nor likely to lead to any relevant evidence. East

West Bank objects to this Interrogatory the extent that the time period is overly broad, vague and ambiguous. East West Bank objects to this Interrogatory to the extent that it seeks information which is duplicative of the information requested in Interrogatory 4(b). In addition, East West Bank objects to this Interrogatory to the extent that, by requesting information about East West Bank's future plans "to advertise, sell, distribute or offer services associated with the Opposer's marks," The Aimbridge Group seeks to discover East West Bank's proprietary information, including East West Bank's trade secrets and other highly sensitive information.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank has participated in different events, trade shows or exhibitions in the past. While at these events, trade shows or exhibitions, East West Bank uses the marketing materials currently in use at the time. It does not keep marketing materials that were used at a specific event, trade show or exhibition segregated according to that specific event, trade show or exhibition. East West Bank further states that in the 1990's it participated in the Asian American Expo, in the early 2000's it participated in the Milliken Institute Global Conference and most recently it has participated in the Premier Building Show (PCBC).

#### **INTERROGATORY NO. 13**

State whether any search, inquiry, investigation, marketing survey, or watch service has been initiated, conducted, or maintained by Opposer relating to Opposer's marks, or any mark believed in conflict therewith, to determine the registrability, availability, strength, or freedom to use the mark, and, if so, identify each search, inquiry, investigation, marketing survey, or watch service report, identify the person requesting and conducting the search, and summarize the results of the search.

#### **RESPONSE TO INTERROGATORY NO. 13**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that any assessment of whether a mark is a "confusingly similar variant" of the Opposer's marks calls for a legal conclusion. East West Bank objects to this Interrogatory on the grounds that the phrase "any mark believed in conflict therewith" is vague, ambiguous, and overly broad and therefore does not allow East West Bank to form a clear understanding of the information. East West Bank objects to this Interrogatory to the

extent that it requests information that no longer exists or is in the possession of person(s) not party to this Opposition. East West Bank also objects to this Interrogatory to the extent that it requests information that is privileged, such as information concerning attorney-client communications and attorney work product. In addition, East West Bank objects to this Interrogatory as being unduly burdensome.

#### **INTERROGATORY NO. 14**

Describe any and all differences between Applicant's services associated with the AIMBRIDGE CONNECT mark in any form and Opposer's services associated with Opposer's marks in any form, including the nature and scope of the services, the channels of trade and distribution for the services, and the segments of the marketplace occupied by the services.

#### **RESPONSE TO INTERROGATORY NO. 14**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory to the extent that it seeks information that is equally available to The Aimbridge Group. In addition, East West Bank objects to this Interrogatory to the extent that it calls for legal conclusions regarding the "the nature and scope of the services, the channels of trade and distribution for the services, and the segments of the marketplace occupied by the services."

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank lacks sufficient information about The Aimbridge Group services to respond to this Interrogatory.

#### **INTERROGATORY NO. 15**

Describe any and all similarities between Applicant's services associated with the AIMBRIDGE CONNECT mark in any form and Opposer's services associated with Opposer's marks in any form, including the nature and scope of the services, the channels of trade and distribution for the services, and the segments of the marketplace occupied by the services.

#### **RESPONSE TO INTERROGATORY NO. 15**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory to the extent that it seeks information that is equally available to The Aimbridge Group. In addition, East West Bank objects to this Interrogatory to the extent at it calls for legal conclusions regarding "the nature and scope of the services, the channels of trade and the distribution for the services, and the segments of the marketplace occupied by the services."

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

East West Bank lacks sufficient information about The Aimbridge Group services to respond to this Interrogatory.

#### **INTERROGATORY NO. 16**

Describe any and all efforts by Opposer to distinguish services associated with Opposer's marks from the services provided by Applicant in association with the AIMBRIDGE CONNECT mark, including, but not limited to, efforts to distinguish the services in appearance, features, functionality, cost and target market.

#### **RESPONSE TO INTERROGATORY NO. 16**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory to the extent that it presupposes (1) East West Bank's awareness of The Aimbridge Group's services, such as the "appearance, feature, functionality, cost, and target market" of The Aimbridge Group's services, and (2) the need for East West Bank to distinguish the services that it offers under its marks from the services, if any, offered by The Aimbridge Group in association with the AIMBRIDGE CONNECT mark.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows: East West Bank has not engaged in deliberate efforts to distinguish services associated with its marks from the services provided by The Aimbridge Group.

**INTERROGATORY NO. 17**

Identify all persons other than Opposer who have used or are using any mark including or incorporating in any way the term BRIDGE or any mark believed in conflict therewith.

**RESPONSE TO INTERROGATORY NO. 17**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank objects to this Interrogatory as overly broad, vague, and ambiguous with respect to the phrase "any marks believed in conflict therewith" and therefore does not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank further objects to this Interrogatory to the extent that it seeks information that is equally available to The Aimbridge Group.

**INTERROGATORY NO. 18**

State whether Opposer has ever requested that any third party abandon or change a mark relating to Opposer's marks, or any mark believed in conflict therewith, on any grounds, and, for any such request, describe in detail the circumstances. Your description should identify the mark, identify the person to whom the request was made, identify the person who made the request, state the date the request was made, summarize the contents of the request made, summarize the reply made in response to the request, state whether the person to whom the request was made complied with the request in any way and, if so, in what way and on what date, and state the present status of the matter.

**RESPONSE TO INTERROGATORY NO. 18**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank objects to this Interrogatory on the grounds that the phrases "abandon or change a mark relating to Opposer's marks", "or any mark believed in conflict therewith", and "on any grounds" are vague, overly broad, and ambiguous and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank further objects to this Interrogatory to the extent that it seeks information that is equally available to The Aimbridge Group. East West Bank also objects to this Interrogatory to the extent that it requests information that is privileged, such as information concerning attorney-client communications and attorney work product. In addition, East West Bank objects to this Interrogatory to the extent that it calls for legal conclusions regarding instances of "actual confusion." In addition, East West Bank

objects to this Interrogatory as being unduly burdensome.

**INTERROGATORY NO. 19**

Other than the present proceeding, for any litigation or inter partes trademark proceeding relating to Opposer's marks, or any mark believed in conflict therewith, describe in detail the proceeding. Your description should include the title of the proceeding and the tribunal, identify all parties, state the docket number (e.g., civil action number, Opposition number) and filing date, summarize all claims and defenses, state its current status, and summarize the terms of any settlement or judgment therein.

**RESPONSE TO INTERROGATORY NO. 19**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory to the extent that it seeks information that is equally available to The Aimbridge Group. East West Bank also objects to this Interrogatory to the extent that it requests information that is privileged, such as information concerning attorney-client communications and attorney work product. East West Bank objects to this Interrogatory to the extent that it calls for legal conclusions regarding instances of "actual confusion." East West Bank objects to this Interrogatory to the extent that it seeks information equally available to The Aimbridge Group. In addition, East West Bank objects to this Interrogatory as being unduly burdensome.

**INTERROGATORY NO. 20**

Identify every public opinion survey, market survey, poll, or test ever initiated, conducted, or contemplated to be conducted, by Opposer related to Opposer's marks, or any mark believed in conflict therewith, for possible use in this proceeding or otherwise, and identify the person who has or will conduct such survey, describe in detail how such survey was or will be conducted, and summarize the results of any such survey.

**RESPONSE TO INTERROGATORY NO. 20**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory on the grounds that the phrases "poll" or "test" and "survey" are vague and ambiguous, and therefore do not allow East West Bank to form a clear understanding of the information The Aimbridge Group is seeking. East West Bank also objects to

this Interrogatory to the extent that it requests information that is privileged, such as information concerning attorney-client communications and attorney work product.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

Notwithstanding these objections, East West Bank is unaware of information responsive to this Request.

#### **INTERROGATORY NO. 21**

Describe in detail the circumstances in which any person has ever objected to Opposer's use, application for registration, or registration of Opposer's marks. Your description should include the identity of the mark objected to, state the name and address of each person making the objection, state the substance of the objection, state the date when the objection was made, identify each person having knowledge of the objection and describe Opposer's response thereto.

#### **RESPONSE TO INTERROGATORY NO. 21**

East West Bank incorporates by reference its General Objections as if set forth fully herein. East West Bank further objects to this Interrogatory to the extent that it seeks information that is equally available to The Aimbridge Group. East West Bank also objects to this Interrogatory to the extent that it requests information that is privileged, such as information concerning attorney-client communications and attorney work product. East West Bank objects to this Interrogatory to the extent that it calls for legal conclusions regarding instances of "actual confusion." In addition, East West Bank objects to this Interrogatory as being unduly burdensome.

Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

Notwithstanding these objections, East West Bank is unaware of any non-privileged, non-proprietary and non-confidential information responsive to this Request.

#### **INTERROGATORY NO. 22**

Identify all persons having knowledge of the information relied upon to answer these interrogatories and state the subject matters of information known by each person.

**RESPONSE TO INTERROGATORY NO. 22**

East West Bank incorporates by reference its General Objections as if set forth fully herein.

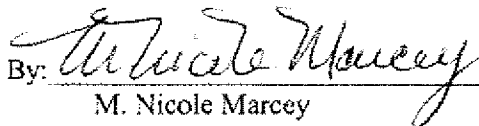
Subject to the foregoing General and Specific Objections set forth above and incorporated herein, and reserving the right to supplement this response following further investigation, East West Bank answers as follows:

----- Emily Wang, Senior Vice-President, Director of Marketing -----

Respectfully submitted,

CHAN LAW GROUP LLP

Dated: January 31, 2007

By: 

M. Nicole Marcey  
Ronald M. St. Marie  
Thomas T. Chan  
Attorneys for Opposer  
East West Bank

CHAN LAW GROUP LLP  
1055 W. 7<sup>th</sup> Street, Suite 1880  
Los Angeles, CA 90017

In the Matter of Trademark Application Serial No. 78/976,095  
Filed on June 7, 2004  
For the mark AIMBRIDGE CONNECT  
Published in the *Official Gazette* on August 15, 2006

THE AIMBRIDGE GROUP,  
Applicant.

Opposition No.: 91173364

## Tina Wang

### VERIFICATION

STATE OF CALIFORNIA, COUNTY OF Los Angeles

I have read the foregoing EAST WEST BANK'S OBJECTIONS AND RESPONSES TO APPLICANT  
THE AIMBRIDGE GROUP'S FIRST SET SET OF INTERROGATORIES and know its contents.

☐ **CHECK APPLICABLE PARAGRAPHS**

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am ☒ an Officer ☐ a partner ☐ a \_\_\_\_\_ of East West Bank

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☒ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for \_\_\_\_\_  
a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on November 21, 2007, at Pasadena, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Emily Wang

Type or Print Name

### PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

Signature

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of \_\_\_\_\_, State of California.  
I am over the age of 18 and not a party to the within action; my business address is: \_\_\_\_\_

On, \_\_\_\_\_ I served the foregoing document described as \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_ in this action

- ☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list;  
☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ **BY MAIL**

☐ "I deposited such envelope in the mail at \_\_\_\_\_, California.  
The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at \_\_\_\_\_ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ **“(BY PERSONAL SERVICE)”** I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\* (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

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Rev. 7/99

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Registration No. 3196507

For the mark POWERBRIDGE

Date Registered: September 1, 2007

<hr/>	)	
EAST WEST BANK,	)	
	)	
Petitioner,	)	Cancellation No.: 92047559
v.	)	
	)	
AIMBRIDGE LENDING GROUP, LLC	)	
	)	
Registrant.	)	
<hr/>	)	

UNITED STATES PATENT & TRADEMARK OFFICE

Trademark Trial and Appeal Board

P.O. Box 1451

Alexandria, VA 22313-1451

**CERTIFICATE OF SERVICE**

I certify **DECLARATION OF LISA A. KARCZEWSKI IN SUPPORT OF PETITIONER'S REPLY TO REGISTRANT'S OPPOSITION TO CROSS-MOTION FOR SUMMARY JUDGMENT** that is being served on Applicant by mailing a true and correct copy to the attorneys of record, via First Class Mail, Friday, January 25, 2008, in an envelope addressed as follows:

David A. Lowe, Esq.  
Black Lowe & Graham  
701 Fifth Avenue, Suite 4800  
Seattle, WA 98104



Yaning Liu  
Chan Law Group LLP  
1055 West 7<sup>th</sup> Street, Suite 1880  
Los Angeles, California 90017  
Tel: (213) 624-6560  
Fax: (213) 622-1154  
litigation@chanlaw.com